Scott. II-29—27,604—26-11-25.

Development (1926) Department.

Mis SERIES.

G.O. No. 734

DATED 20 5 . 26

[Despatch Abstract.]

Forests - Arrears - Irrecoverable Revenue - Sale of fire wood - South Mangalore Division - Write off - Sanctioned.

Ref.No.1272/26.

Chief Conservator's Office,

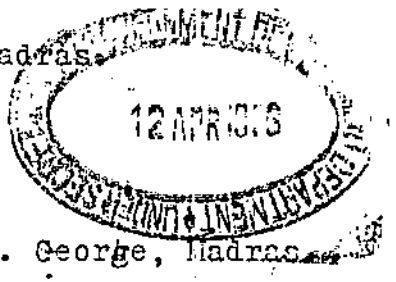
Chepauk, Madras, 2nd April 1926.

Dor 1166 I 12.4.26

From

H.Tireman Esquire, C.I.E.,

Chief Conservator of Forests, Madras.



To

The Secretary to Government,

Development Department, Fort St. George, Madras.

Sir,

Forwarded

I enclose a copy of letter received from the District Forest Officer, South Kangalore requesting sanction for writing off - irrecoverable arrears of Revenue to the extent of Rs.1380-13-1, due from an insolvent contractor. The Conservator states that in the circumstances the loss is not attributable to any irregularities on the part of the District Forest Officer and recommends the District Forest Officer's proposals and I agree with him.

9.4

for Chief Conservator.

En. P.K.M. 9.4.26.

RRR

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Copy of South Mangalore District Forest Officer's D.Di- 791/25-C.I dated 22nd January 1926 to the Chief Conservator of Forests.

On 22nd June 1922 one G.Mukunda Prabhu entered into an agreement with the Forest Department for the purchase of firewoood to be cut departmentally during 1922-23 in coupe No.VII of Kalan-gimale Reserve. The rates fixed by auction were Rs. 9-10-0 per chowk of billet fuel (chowk = 216 c.ft. stacked) and Rs 4 per chowk of faggots. Before he was allowed to sign the agreement the Tahsildar has certified the contractor to be solvent up to Rs.5000/ According to condition 9 of the agreement, the contractor was bound to make payments within 15 days from date of receipt of notice intimating to him the quantity of fuel cut. The first notice was served on him by the Range Officer, Puttur on 17-7-1922 intimating to the contractor that 99¼ chowks of billet and 72½ chowks of faggots were ready and to pay for it at once. Again on 10-8-1922, the Ranger sent him a further notice informing him that fuel worth Rs.3687/- was ready and to make payment within time fixed in the agreement. Contractor for the first time on 14-8-22 paid Rs.581-4-0. He applied for extension of time on 13-3-23 for payment of dues and removal of produce. As a concession extension of vodiah for payment was granted up to end of June 1923 and for removal of produce up to end of September 1923 on condition that he paid Rs.750 by end of April 1923, Rs.750 by the end of May 1923 and the balance by the end of June 1923, and also a penalty of Rs.100/- for breach of condition and which was levied under Section 21 of the agreement. Against this order he appealed to the Collector who dismissed the petition but the date of payment of balance due was extended by him up to 15-9-1923. As the man did not pay up the full amount due even by this date the Tahsildar of Uppinangady was requested to recover from the contractor the amount outstanding viz Rs1944-12-0 with interest thereon, by attachment and sale of his property under Act II of 1864 under condition 20 of the agreement. In the meantime the contractor sent a suit notice to the Collector who after hearing both parties decided that the threatened suit will be awaited. With the approval of the then Local Government Pleader on 15-3-1924, I ordered the cancellation of the contract, forfeiture of the -- security Deposit and the resale of the fuel in the coupe the

at the risk of the contractor as per condition 24 of the agreement. An offer of Rs.40/- for the fuel lying in the coupe was accepted and taken as credit towards the arrears due. The fuel having remained in the Forest for a long time had deteriorated and besides selling rates had also fallen down in Mangalore and hence better offer could not be secured though every effort was made by the Ranger and myself. On 2-2-1924 the Tahsildar in reply to a reminder issued by me, reported that the defaulter had no movable property and that the only Mulgeni immovable property possessed by him had been transferred to Saraf Vaikuntha Naik of Puttur and that the papers were pending with Revenue Inspector for further enquiry. The Collector was addressed in the matter for urgent action. The land was notified for sale by the Tahsildar on 24-5-24 and 21-7-24 but no bidders are reported to have turned up and the Tahsildar reported that want of bids was due to combination. He further reported that the Mulgeni property worth about Rs.2500 was encumbered to the extent of Rs.2208/- and so he considered it not worth our while to buy up even the mulgeni right at the Government sale. The Collector ordered on 4-5-1925 to make a last attempt for the realization of the amount by the sale of the defaulter's property subject to prior encumbrances but again not a single bidder turned up. The Collector requested the Divisonal Officer Puttur to enquire into the matter in person and see whether the subsequent encumbrances were not fraudulent. A Copy of the Revenue Divisional Officer's report is enclosed. On the strength of this report the Government Pleader gave his opinion that the subsequent encumbrances can be got set aside under section 53 of the Transfer of Property Act. On hearing this, the Collector was requested to recover the amount by a civil suit. The same Government Pleader subsequently altered his opinion and said that it is not advisable to spend money on a suit which cannot be prosecuted with a reasonable degree of success, because it would be difficult for us to prove that the two subsequent transactions entered into by the contractor were fraudulent and made with an intent to defraud Government and hence to set aside in a court of Law the two encumbrances on the only property which the ~~same~~ contractor is now in possession. We can surely obtain a decree

~~Opinion~~

-24-

against the defaulted contractor but we may not be able to realise the dues in view of the fact that the two private encumbrances a·e likely to be respected in Court. In these circumstances xxx the Government Pleader does not consider it advisable to spend money on a suit and Collector agrees with him (copy of Government Pleader's opinion dated 22-11-25 and Collector's endorsement dated 25-12-25 are enclosed)-.

I request the Chief Conservator may therefore be pleased to write off the amount as irrecoverable. The amount which has thus to be written off will be Rs.1509-13-1.

Endorsement of the Conservator of Forests, VI circle Ref. No.A.2470/24 dated 4th April 1926 thereon.

Forwarded to the Chief Conservator of Forests , Madras.

2. The District Forest Officer has not appended details to show how Rs.1509-13-1 referred to in the last para is arrived at. Form No.14 shows that this sum is made up of 2 amounts:-

(1) Rs.1380-13-1 relating to the transaction under reference

and(2) Rs. 129- 0-0 relating to the sale of Brushwood in Narimogar coupe, a different transaction.

Rs.1509-13-1

Rs.1380-13-1 is arrived at as under:-

Sale amount of fuel	Rs.5,513 - 3 - 6
Amount reduced from demand consequent on the transfer of 8½ chowks of fuel from "billets" to faggots at Rs-5-10-0 per Chowk.	Rs. 47 -13 - 0
	Net. 5,465 - 6 - 6
Received form Contractor	Rs.3,520 -10 - 6
Adjusted from security deposit	163 -14 -11
Realised by resale of stock unremoved	400 - 0 - 0
	4,084 - 9 - 5
Balance.	Rs.1,380- 13 - 1-

I recommend that the Government may be addressed to write off this amount of Rs. 1380-13-1 which is not attributable to any irregularity on the part of the.District Forest Officer.

P.R.M 9.4.26

RRR 9/4/26

Circ 1166] 5 Lew Secy

CD
HE 22/4

From the Regr 1272/26 & 2.4.26.

Encr. 1166I/26-1 & 21.4.26.

Pharmacy Regr 3 & Go 997 Lews 22.5.26 (D)

Referred to the Accountant for remarks.
MHS
19/4/26.

1166
15.4.26.
CJ.4.26

DESPATCHED
22 APR 1926
0160

To

The Accountant (with C.f.
in original to the notions).

6/

DEPARTMENT.

Dev 13001
5526

Subject.

Enclosures :—

FORT ST. GEORGE, MADRAS,

No. F-VI-14/44. *Dated the* 3rd May *192*6.

FROM

THE ACCOUNTANT-GENERAL,

Madras.

To

THE SECRETARY TO THE GOVERNMENT OF MADRAS,

Development DEPARTMENT.

SIR,

In returning herewith the letter No. Ref. 1272/26 dated 2-4-26 of the Chief Conservator of Forests forwarded for remarks with your endorsement No. 1166-I/26-1 dated 21-4-26, I have the honour to state it is within the competence of Government to write off the amount of Rs.1380-13-1 due from the Contractor. It is, however, to be considered whether, in view of the failure of the system of obtaining certificates of solvency from the Tahsildar, it is necessary that larger amounts of cash securities should

A

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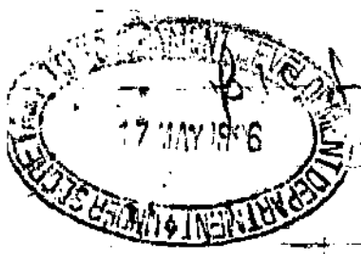
Development Dept.

C. no. 1166 I

Subject — Irrecoverable Revenue — Write off

To U.S.



The C. C's proposal to write off the irrecoverable arrears of Rs 1380-13-1 may be sanctioned.

2. The C. C's remarks may be invited on the suggestion of the H. Gt. regarding the necessity of demanding larger amounts of cash security from forest Contractors.

3. A draft order is submd. for approval. It may be sent to Finance for acceptance.

11-5-26. 12/5/26.

pp 6-7 c/f

Secno. 1166 I/162
20.5.26

: Finance Dept

Finance (Accts).

The draft may be accepted in finance.

Long 14.5.26 15.5.26

accepted 17.5.26

14848

Fin No. 14848 accts-1
17.5.26.

May the draft now issue

17/5/26 Yes, if they approve.

5

18.5.26

18/5/26

C3

Scott. 11-10(a)—36,502 27-11-23. (6)

9

Dev. & Forests DEPARTMENT

	Date.	Initials.
When received for Fair-copying.		
When copied	21.5.26	
When examined		10.5.26
When signed		
When despatched		

Forests – Arrears – Irrecoverable Revenue – Sale of firewood – South Kanara Division – Write off – Sanctioned.

READ AGAIN G.O. No. ....., dated 192

" " " " ..... " 192

READ ALSO:—

C. No. 11661 From the C.C. Ref. No. 1242/26, dated 2.4. 1926.

" " " Govt. to the A.G. " 1166 I/26-1 21.4. 1926

" " " A.G. " F.VI-14/44 3.5. 1926.

ORDER.

No. 734, dated 20-5-1926.

Hds

In the circumstances reported by the D.F.O., South Kanara, the Govt. sanction the writing off of the sum of Rs 1,380-13-1 being the irrecoverable revenue due from an insolvent Contractor in the South Kanara Division.

2. The C.C. is requested to offer his remarks on the suggestion of the A.G. regarding the necessity of demanding larger amounts of Case Security from forest Contractors.

12/5/26

pp 6-7 of

DESPATCHED
22 MAY 1926

To the C.C. (Q+C) with Hds remarks
" A.G. this Rir (Q+C).
Call Book 20.5.26.

11.5.26

MA
18.5.26